

ECS File: JPA 91-28
Project: 069 YV 284 H0465 01C
F 029-1-504
Section: Lynx Creek

MEMORANDUM OF AGREEMENT
BETWEEN

THE STATE OF ARIZONA
AND

THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT

THIS AGREEMENT is entered into 15 May, 1991,
between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and the YAVAPAI
COUNTY FLOOD CONTROL DISTRICT, acting by and through its Board
of Directors (the "District").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The District is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. The State and the District desire to participate in
berm/bank armoring of Lynx Creek, to attenuate flooding on
State Route 69 (SR-69) and on nearby area private property,
beginning at Lynx Creek Bridge and extending downstream
armoring approximately 2,700 lineal feet of berm/bank, at an
estimated cost of \$582,000.00, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The District will:

a. Provide design plans, specifications and such other documents required for construction bidding and construction. Incorporate the States review comments relating to that portion of the Project within the States right-of-way.

b. Within three (3) years, call for bids and award one or more construction contracts for the Project. Administer same and make all payments thereunder. Be responsible for any contractor claims for extra compensation attributable to the District.

c. Be responsible for all costs of the Project over and above the States contribution of \$113,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance.

2. The State will:

a. Review design documents and provide comments as appropriate.

b. Participate in the Project in an amount not to exceed \$113,000.00. Such funds shall be placed on deposit in a State account, payable to the District no sooner than upon the award of a Project construction contract. Such funds shall bear interest to the State, and shall be available for the Project for a period not to exceed three (3) years from the effective date of this agreement.

c. Issue the District the necessary permits for the construction and maintenance of the Project within the States right-of-way.

d. Upon completion and acceptance of the Project, repair any damage to the berm/bank armoring and be reimbursed the reasonable direct actual costs thereof by the County, if, in the opinion of the State, the integrity of the Lynx Creek Bridge and/or SR-69 roadway is threatened, and the District fails to perform the necessary maintenance in a timely manner.

e. Be responsible for any contractor claims for extra compensation attributable to the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance (upon completion and acceptance), which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Yavapai County Flood Control District
District Administrator
255 E. Gurley Street
Prescott, AZ 86301

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YAVAPAI COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By


BILL FELDMER, Chairman
Board of Directors

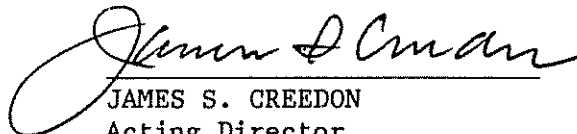
By


GARY K. ROBINSON
State Engineer

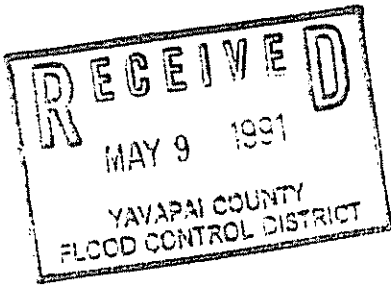
RESOLUTION

BE IT RESOLVED on this 27th day of February 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Flood Control District of Yavapai County for the purpose of defining responsibilities for the design, construction and maintenance of berm/bank armoring to Lynx Creek from Lynx Creek Bridge downstream 2,700 lineal feet.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.

A handwritten signature in dark ink, appearing to read "James S. Creedon", is written over a horizontal line.

JAMES S. CREEDON
Acting Director
Arizona Department of
Transportation



BOARD OF DIRECTORS
OF
YAVAPAI COUNTY FLOOD CONTROL DISTRICT

Minutes of Meeting

May 6, 1991

The Board of Supervisors resolved into the Board of Directors of the Yavapai County Flood Control District.

Present: Bill Feldmeier, Chairman; Carlton L. Camp, Vice Chairman; Gheral Brownlow, Member; Ann-Lawrie Aisa, Clerk.

Upon a motion by Director Brownlow, seconded by Director Camp, the Board voted unanimously to approve the minutes of the meeting of April 22, 1991, as written.

Upon a motion by Director Brownlow, seconded by Director Camp, the Board voted unanimously to approve Memorandum of Agreement No. JPA91-28 with the Arizona Department of Transportation for Lynx Creek channel improvements at the Rafter 11 Mobile Home park, Prescott Country Club area, with the understanding that the words "County" and "Supervisors" would be replaced with "District" and "Directors".

A professional services agreement with Donohue & Associates, Phoenix, in the amount of \$29,200 for a comprehensive master-type drainage study for the Bagdad Township was approved by unanimous vote of the Board, upon a motion by Director Brownlow, seconded by Director Camp, adding to the agreement stipulation No. 22 providing for cancellation of the agreement pursuant to A.R.S. §38-511.

The Board approved Change Order No. 2, Clipper Wash Channel Restoration Project No. 2-91, Prescott Country Club, adding \$9,750 to the cost of the project and changing the completion date to June 23, 1991, after Flood Control District Administrator Elmer Claycomb explained that originally the district had planned for the Road Department to furnish the equipment and manpower to screen the gabion rock needed for this project and load it on the contractor's trucks, but that due to conflicts in time, the district would like to require the contractor to screen, load, and haul the rock, adding that the extra cost was not budgeted in this specific project but was in his overall projects budget for this year.

Upon a motion by Director Camp, seconded by Director Brownlow, the Board approved by unanimous vote the following vouchers:

WARRANT NO.

AMOUNT

See Attached.